

**Confidential Information Redacted Under the Commission's
Rules**

EXHIBIT 9

Sample Customer Contracts

**ATLANTIC ENERGY MD, LLC DELAWARE CONTRACT SUMMARY
VARIABLE PRICE ELECTRICITY SUPPLY**

Electric Generation Supplier Information	<p>Atlantic Energy MD, LLC ONE SHORE AVE., PO BOX 1 OYSTER BAY, NY 11771 PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com</p> <p>You have chosen Atlantic Energy as your electric generation supplier. Atlantic Energy is not affiliated with your electric distribution company ("EDC"). Atlantic Energy is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.</p>	
Price Structure	<p>Your price for electricity generation supply will be <u>a variable price, per kilowatt hour</u>, plus taxes and fees, if applicable. Your monthly variable price is based on Atlantic Energy's actual and estimated costs of obtaining electricity supply from PJM, including but not limited to prior period adjustments, inventory and balancing costs. The variable price may change on a monthly basis. <u>There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next.</u> You will receive notice of variable price changes when you receive the bill with that price.</p>	
Electricity Generation Supply Price	<p>Your electric supply price for your first billing cycle with Atlantic Energy is <<Rate>> ¢/kWh. Thereafter, your price will vary month-to-month based on the factors described above.</p>	
Statement Regarding Savings	<p>Atlantic Energy's electricity price may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.</p>	
Contract Start Date	<p>Atlantic Energy will begin furnishing electricity supply service on a date set by the EDC.</p>	
Deposit requirements	<p>None</p>	
Incentives/Promotions		
Contract Term	<p>The Initial Term of this Agreement is <u> </u> Billing Cycles</p>	
Cancellation / Early Termination Fees	<p>You will receive two separate written notifications that precede the expiration date of the Initial Term. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic an Early Termination Fee equivalent to per month for each remaining month of the Term. To avoid being assessed a cancellation fee, you must remain with Atlantic for the entire term of this Agreement.</p>	
Renewal Terms	<p>Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology</p>	

<p>Electric Distribution Company (Default Service Provider) Information</p>	<p>The EDC is responsible for distribution charges. Your EDC will continue to deliver your electricity and charges you for distribution. In case of emergency, outage, or other service issues, please contact your EDC directly:</p> <p>Delmarva Power: 1-800-898-8042</p>
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ATLANTIC ENERGY
WWW.ATLANTICENERGYCO.COM

ONE SHORE AVE
PO BOX 1, OYSTER BAY, NY 11771
PHONE: (800) 917-9133
FAX: (516) 922-2055
EMAIL: INFO@ATLANTICENERGYCO.COM

Atlantic Energy MD, LLC - Delaware Electricity Supply
Variable Price Terms of Service

Background

This is an agreement between Atlantic Energy, Inc. ("ATLANTIC"), an independent electricity generation supplier, and the undersigned customer ("Customer") under which Customer shall obtain electricity generation supply service and begin enrollment with ATLANTIC (the "Agreement"). ATLANTIC is licensed by the Delaware Public Service Commission (PSC) to offer and supply electricity generation services in Delaware. Our license number for electricity supply is _____.

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges. Your EDC will continue to provide all emergency repairs and services. ATLANTIC is not affiliated with and does not represent your EDC.

1. Agreement to Sell and Purchase Energy. Subject to the terms and conditions of this Agreement, ATLANTIC agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the EDC.

2. Right of Rescission - You may cancel this Agreement with no penalty within ten calendar days after your EDC sends your enrollment confirmation by contacting ATLANTIC by phone at (800) 917-9133, by mail at the address above, or by email at info@atlanticenergyco.com.

3. Term. The Term shall commence as of the date of the first meter reading following when the change of Customer's provider to Atlantic is deemed effective by the EDC, and shall continue for the period designated in the Customer Enrollment Form. The Term for the initial period is referred to as the "Initial Term".

4. Agreement Expiration/Change in Terms - Unless otherwise agreed to, upon completion of an Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least sixty (60) days prior to the expiration date or proposed change, ATLANTIC will send you the first written notice. A second notice with options for your consideration will be sent to you no later than thirty (30) days prior to the expiration date or proposed change to your terms of service.

5. Price and Billing- This is a variable price agreement. The price that you will pay per kWh for electricity generation supply may vary from month to month based on the following factors: ATLANTIC's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection, LLC ("PJM"), including but not limited to prior period adjustments, inventory and balancing costs, transportation and transmission costs incurred by ATLANTIC, and other market and business related factors such as administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month to month. Your ATLANTIC electricity price may be higher or lower than the EDC's price in any particular month, and there is no maximum price.

6. Starting Price-The starting price for electricity generation for customers starting on or about «Start_date» is «Rate». This price will apply to your first month of service from ATLANTIC.

7. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ATLANTIC. ATLANTIC may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PSC upon thirty (30) days prior written notice to customer.

8. Cancellation - A residential customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at info@atlanticenergyco.com. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic, in addition to any other applicable charges, an Early Termination Fee equivalent to _____ per month for each month remaining in the Term. However, if Customer terminates this agreement because of relocation outside of the current EDC service territory and provides 30 days written notice of the relocation, there is no Early Termination Fee. ATLANTIC may cancel this agreement at any time upon providing 30 days written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

9. Information Release Authorization. Customer authorizes Atlantic to obtain and review the following information from the EDC: consumption history; billing determinants; and account number. This information may be used by Atlantic to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer authorizes Atlantic to obtain and review information

regarding Customer's credit history from credit reporting agencies in order to determine whether the Customer is eligible for promotional items. The information referenced in this paragraph will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Atlantic. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Atlantic or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

10. Agency-Electric: Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

11. Entire Agreement. This Agreement, including Contract Summary and any attached enrollment form, as written, makes up the entire Agreement between Customer and ATLANTIC. ATLANTIC makes no representations or warranties other than those expressly set forth in this Agreement, and ATLANTIC expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

12. Force Majeure. ATLANTIC will make commercially reasonable efforts to provide or electricity hereunder but ATLANTIC does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of ATLANTIC ("Force Majeure Events") may result in interruptions in service. ATLANTIC will not be liable for any such interruptions caused by a Force Majeure Event, and ATLANTIC is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond ATLANTIC's control.

13. Payment Provisions- Customer will make all payments for ATLANTIC's electricity supply charges to your EDC. Your EDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the Delaware Public Service Commission's regulations.

14. Dispute Procedures- In the event of a billing dispute or a disagreement involving ATLANTIC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ATLANTIC by telephone or in writing, as provided below. If you are not satisfied after discussing your concerns with us you may contact the Public Service Commission (PSC) by phone at: 1-(800) 282-8574 or in writing at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904.

15. Contact Information:

Supplier Information:

ATLANTIC ENERGY

ONE SHORE AVE., PO BOX 1 OYSTER BAY, NY 11771

PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com

Delaware Public Service Commission

861 Silver Lake Boulevard

Cannon Building, Suite 100

Dover, DE 19904

Phone: (800)282-8574

Electric Distribution Company:

Delmarva Power

1-800-375-7117

16. WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF DELAWARE OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

17. Limitation of Liability. The remedy in any claim or suit by Customer against ATLANTIC will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either ATLANTIC or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

18. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles.

19. Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Atlantic's net income, shall be paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes.

20. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, ATLANTIC shall have the right to modify this Agreement to reflect such Regulatory Change by providing two separate written notices as set forth in Paragraph 4.

21. Emergency Service. Your EDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC at the numbers listed above.

22. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and ATLANTIC have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

**ATLANTIC ENERGY MD, LLC DELAWARE CONTRACT SUMMARY
FIXED PRICE ELECTRICITY SUPPLY**

Electric Generation Supplier Information	Atlantic Energy MD, LLC ONE SHORE AVE., PO BOX 1 OYSTER BAY, NY 11771 PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com You have chosen Atlantic Energy as your electric generation supplier. Atlantic Energy is not affiliated with your electric distribution company ("EDC"). Atlantic Energy is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.	
Price Structure	This is a Fixed Price Agreement	
Electricity Generation Supply Price	Your electric supply price during the Initial Term will be for <<Rate>> ¢/kWh.	
Statement Regarding Savings	Atlantic Energy's electricity price may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.	
Contract Start Date	Atlantic Energy will begin furnishing electricity supply service on a date set by the EDC.	
Deposit requirements	None	
Incentives/Promotions		
Contract Term	The Initial Term of this Agreement is ____ Billing Cycles	
Cancellation / Early Termination Fees	You will receive two separate written notifications that precede the expiration date of the Initial Term. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic an Early Termination Fee equivalent to per month for each remaining month of the Term. To avoid being assessed a cancellation fee, you must remain with Atlantic for the entire term of this Agreement.	
Renewal Terms	Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology	
Electric Distribution Company (Default Service Provider) Information	The EDC is responsible for distribution charges. Your EDC will continue to deliver your electricity and charges you for distribution. In case of emergency, outage, or other service issues, please contact your EDC directly: Delmarva Power: 1-800-898-8042	

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Atlantic Energy MD, LLC - Delaware Electricity Supply
Fixed Price Terms of Service

Background

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You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges. Your EDC will continue to provide all emergency repairs and services. ATLANTIC is not affiliated with and does not represent your EDC.

- 1. Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, ATLANTIC agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the EDC.
- 2. Right of Rescission -** You may cancel this Agreement with no penalty within ten calendar days after your EDC sends your enrollment confirmation by contacting ATLANTIC by phone at (800) 917-9133, by mail at the address above, or by email at info@atlanticenergyco.com.
- 3. Term.** The Term shall commence as of the date of the first meter reading following when the change of Customer's provider to Atlantic is deemed effective by the EDC, and shall continue for the period designated in the Customer Enrollment Form. The Term for the initial period is referred to as the "Initial Term".
- 4. Agreement Expiration/Change in Terms -** Unless otherwise agreed to, upon completion of an Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least sixty (60) days prior to the expiration date or proposed change, ATLANTIC will send you the first written notice. A second notice with options for your consideration will be sent to you no later than thirty (30) days prior to the expiration date or proposed change to your terms of service.
- 5. Price and Billing-** This is a fixed price agreement. The price that you will pay per kWh for electricity generation supply during the Initial Term is set forth on your attached enrollment form and contract summary. Your ATLANTIC electricity price may be higher or lower than the EDC's price in any particular month. Your ATLANTIC price includes transmission charges and estimated total state taxes (including Gross Receipts Tax), but excludes sales tax.
- 6. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ATLANTIC. ATLANTIC may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PSC upon thirty (30) days prior written notice to customer.
- 7. Cancellation -** A residential customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at info@atlanticenergyco.com. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the Customer shall pay Atlantic, in addition to any other applicable charges, an Early Termination Fee equivalent to ___ per month for each month remaining in the Term. However, if Customer terminates this agreement because of relocation outside of the current EDC service territory and provides 30 days written notice of the relocation, there is no Early Termination Fee. ATLANTIC may cancel this agreement at any time upon providing 30 days written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- 8. Information Release Authorization.** Customer authorizes Atlantic to obtain and review the following information from the EDC: consumption history; billing determinants; and account number. This information may be used by Atlantic to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies in order to determine whether the Customer is eligible for promotional items. The information referenced in this paragraph will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Atlantic. This authorization will remain in effect during the

Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Atlantic or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

9. Agency-Electric: Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

10. Entire Agreement. This Agreement, including Contract Summary and any attached enrollment form, as written, makes up the entire Agreement between Customer and ATLANTIC. ATLANTIC makes no representations or warranties other than those expressly set forth in this Agreement, and ATLANTIC expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ATLANTIC will make commercially reasonable efforts to provide or electricity hereunder but ATLANTIC does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of ATLANTIC ("Force Majeure Events") may result in interruptions in service. ATLANTIC will not be liable for any such interruptions caused by a Force Majeure Event, and ATLANTIC is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond ATLANTIC's control.

12. Payment Provisions- Customer will make all payments for ATLANTIC's electricity supply charges to your EDC. Your EDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the Delaware Public Service Commission's regulations.

13. Dispute Procedures- In the event of a billing dispute or a disagreement involving ATLANTIC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ATLANTIC by telephone or in writing, as provided below. If you are not satisfied after discussing your concerns with us you may contact the Public Service Commission (PSC) by phone at: 1-(800) 282-8574 or in writing at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904

14. Contact Information:

Supplier Information:

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PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com

Delaware Public Service Commission

861 Silver Lake Boulevard

Cannon Building, Suite 100

Dover, DE 19904

Phone: (800)282-8574

Electric Distribution Company:

Delmarva Power

1-800-375-7117

15. WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF DELAWARE OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

16. Limitation of Liability. The remedy in any claim or suit by Customer against ATLANTIC will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either ATLANTIC or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

17. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles.

18. Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Atlantic's net income, shall be paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes.

19. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, ATLANTIC shall have the right to modify this Agreement to reflect such Regulatory Change by providing two separate written notices as set forth in Paragraph 4.

20. Emergency Service. Your EDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC at the numbers listed above.

21. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and ATLANTIC have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.